

IN THE UNITED STATES DISTRICT
COURT FOR THE EASTERN DISTRICT OF OKLA

FILED

JAMES EZZELL III
Plaintiff

MAY 13 2022

PATRICK KEANEY
Clerk, U.S. District Court

By _____
Deputy Clerk

Case No. 19-CV-302-JFH-SPS

DAMON HININGER
Defendants

Comes Now James Ezell, (pro se) in above
case no. hereinafter [Doc 214] followed by [Doc 215]
that was entered on 4/19/2022, pursuant to any and
[all] Fed. Rules. Civ. Procedure

1. On March 17, 2022 (my) the plaintiff signed
a contract with an Attorney to represent me in
the above case

2. On March. 24, 2022 the plaintiff sign a disbursement
and (finger print) in order to disburse 1,600 dollars
off and from plaintiff prison account see attachment
_____ clear showing that -1,600 from (Lawton
Correctional facility) April. 6, 2022 attorney fee

3. On May 10, 2022 the plaintiff recieved a copy of the attorney-client agreement (actually) that was the second agreement (recieved) which actually the first one was mailed back to Mr. Arnett Law Firm as of Friday May 6, 2022 the 1600 dollars nor the mailed (attorney-client agreement) had been recieved by Michael Arnett Law Firm mailed by plaintiff 5/2/22

Since the plaintiff is under control of (O.D.O.C) housing offenders / Plaintiff James Ezell at the (Lawton Correctional Facility) the (Resident Account Summary) transaction description from 4/6/22 to 5/6/22 is 1 month exactly (I.C.F) must submit the proper paperwork once approved by Facility Warden at Lawton to OKlahoma Department of Corrections as Attorney Michael Arnett awaits his money sent from (my) plaintiff account. attachment.

1. The plaintiff have requested appointment of Counsitor Denied
2. The plaintiff family has met with Mr. Arnett on 3-17-22
3. The plaintiff has previously requested Preliminary Injunction and or Restraining Order

See. Lewis v Casey 518 U.S. 343 (1996) is clear on actual injury.

4. IF plaintiff case was to get dismiss because prison official withheld, delay attorney fee to Michael Arnett money just recently recieved stimulus, that is the only reason attorney's enter of appearance has not filed.

5. As todays date the plaintiff now also files (O.D.O.C) Request to Staff to L.C.F TrustFund in order to investigate the missing 1,600 from my account to represent plaintiff in this case.

Requested Relief

Time to allow Attorney Michael Arnett to recieved money that was clear taking from my account/ and Order Restraining ORDER/ Preliminary Injunction

I declare pursuant to 28 U.S.C. 1746 the true and correct was mail on 9 of May 2022 by James Ezell ~~151 9 214~~

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GEO-Lawton Correctional Facility

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Resident Account Summary

Thursday, April 21, 2022 @16:41

For DOC: 237370 EZELL, JAMES RICKEY

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Date	Transaction Description	Amount	Balance	Owed	Held	Reference
04/21/2022	<LEGALRCV> 1 #10 PL ENVELOPE 4/18/22	-0.05	336.99	0.00	0.00	04/21/2022
04/21/2022	LEGALRCV 1 #10 PL ENVELOPE 4/18/22	0.05	337.04	0.05	0.00	04/21/2022
04/21/2022	<LEGALPOSTR> 1 FIRST CLASS POSTAGE 4/18/22	-0.53	337.04	0.00	0.00	04/21/2022
04/21/2022	LEGALPOSTRC 1 FIRST CLASS POSTAGE 4/18/22	0.53	337.57	0.53	0.00	04/21/2022
04/21/2022	ERF OID:101402526-ComisaryRefi	3.22	337.57	0.00	0.00	04/21/2022
04/20/2022	EPR OID:101403722-ComisaryPurc	-11.86	334.35	0.00	0.00	04/20/2022
04/18/2022	<LEGALPOSTR> 1 FIRST CLASS POSTAGE 4/18/22	-1.56	346.21	0.00	0.00	04/18/2022
04/18/2022	LEGALPOSTRC 1 FIRST CLASS POSTAGE 4/18/22	1.56	347.77	1.56	0.00	04/18/2022
04/18/2022	<LEGALRCV> 1 M ENVELOPE 4/14/22	-0.15	347.77	0.00	0.00	04/18/2022
04/18/2022	LEGALRCV 1 M ENVELOPE 4/14/22	0.15	347.92	0.15	0.00	04/18/2022
04/15/2022	ERF OID:101400858-ComisaryRefi	7.54	347.92	0.00	0.00	04/15/2022
04/13/2022	EPR OID:101402526-ComisaryPurc	-9.88	340.38	0.00	0.00	04/13/2022
04/06/2022	THIRD PARTY ATTORNEY FEES	1500.00	350.26	0.00	0.00	04/06/2022
04/06/2022	ERF OID:101398922-ComisaryRefi	1.53	1950.26	0.00	0.00	04/06/2022
04/06/2022	EPR OID:101400858-ComisaryPurc	-16.89	1948.73	0.00	0.00	04/06/2022
04/05/2022	<GRIEVANCE> LCF22-1119 2/17/22	-2.00	1965.62	0.00	0.00	04/05/2022
04/05/2022	GRIEVANCE LCF22-1119 2/17/22	2.00	1967.62	2.00	0.00	04/05/2022
04/05/2022	<LEGALRCV> 1 NOTARY SERVICE 4/4/22	-1.00	1967.62	0.00	0.00	04/05/2022
04/05/2022	LEGALRCV 1 NOTARY SERVICE 4/4/22	1.00	1968.62	1.00	0.00	04/05/2022
04/05/2022	<LEGALPOSTR> 1 FIRST CLASS POSTAGE 4/18/22	-0.53	1968.62	0.00	0.00	04/05/2022
04/05/2022	LEGALPOSTRC 1 FIRST CLASS POSTAGE 4/18/22	0.53	1969.15	0.53	0.00	04/05/2022
04/01/2022	STATE SAVE Payroll Deduction	-2.89	1969.15	0.00	0.00	04/01/2022
04/01/2022	PAYROLL Payroll Transaction	14.45	1972.04	0.00	0.00	04/01/2022
03/31/2022	<LEGALPOSTR> 1 FIRST CLASS POSTAGE	-16.10	1957.59	0.00	0.00	03/31/2022
03/31/2022	LEGALPOSTRC 1 FIRST CLASS POSTAGE	16.10	1973.69	16.10	0.00	03/31/2022
03/30/2022	EPR OID:101398922-ComisaryPurc	-9.67	1973.69	0.00	0.00	03/30/2022
03/30/2022	ERF OID:101397261-ComisaryRefi	1.53	1983.36	0.00	0.00	03/30/2022
03/23/2022	EPR OID:101397261-ComisaryPurc	-9.66	1981.83	0.00	0.00	03/23/2022
03/17/2022	DEPMO 404186191353 TAX REFUND	1847.97	1991.49	0.00	0.00	03/17/2022
03/17/2022	<LEGALPOSTR> 3 FIRST CLASS POSTAGE 3/17/22	-4.68	143.52	0.00	0.00	03/17/2022
03/17/2022	LEGALPOSTRC 3 FIRST CLASS POSTAGE 3/17/22	4.68	148.20	4.68	0.00	03/17/2022
03/15/2022	ERF OID:101393451-ComisaryRefi	2.02	148.20	0.00	0.00	03/15/2022
03/09/2022	ERF OID:101391769-ComisaryRefi	2.86	146.18	0.00	0.00	03/09/2022
03/09/2022	EPR OID:101393451-ComisaryPurc	-10.30	143.32	0.00	0.00	03/09/2022
03/02/2022	EPR OID:101391769-ComisaryPurc	-12.11	153.62	0.00	0.00	03/02/2022
03/01/2022	ERF OID:101388781-ComisaryRefi	1.20	165.73	0.00	0.00	03/01/2022
03/01/2022	STATE SAVE Payroll Deduction	-2.89	164.53	0.00	0.00	03/01/2022
03/01/2022	PAYROLL Payroll Transaction	14.45	167.42	0.00	0.00	03/01/2022
02/21/2022	EPR OID:101388781-ComisaryPurc	-11.78	152.97	0.00	0.00	02/21/2022
02/10/2022	SECUREDEPOS 76404616 Vaughn Jodi Nicho	130.00	164.75	0.00	0.00	02/10/2022
02/07/2022	EPR OID:101384822-ComisaryPurc	-9.38	34.75	0.00	0.00	02/07/2022
02/04/2022	STATE SAVE Payroll Deduction	-2.89	44.13	0.00	0.00	02/04/2022
02/04/2022	PAYROLL Payroll Transaction	14.45	47.02	0.00	0.00	02/04/2022
01/31/2022	<LEGALPOSTR> FIRST CLASS POSTAGE 1/25/22	-0.53	32.57	0.00	0.00	01/31/2022
01/31/2022	LEGALPOSTRC FIRST CLASS POSTAGE 1/25/22	0.53	33.10	0.53	0.00	01/31/2022
01/31/2022	<LEGALPOSTR> 2 FIRST CLASS POSTAGE 1/25/22	-1.06	33.10	0.00	0.00	01/31/2022
01/31/2022	LEGALPOSTRC 2 FIRST CLASS POSTAGE 1/25/22	1.06	34.16	1.06	0.00	01/31/2022
01/28/2022	ERF OID:101381037-ComisaryRefi	26.38	34.16	0.00	0.00	01/28/2022
01/25/2022	<MISCONDUCT> X-19 MANUFACTURE INTOX 1/18/22	-5.00	7.78	0.00	0.00	01/25/2022
01/25/2022	MISCONDUCT X-19 MANUFACTURE INTOX 1/18/22	5.00	12.78	5.00	0.00	01/25/2022
01/24/2022	EPR OID:101381037-ComisaryPurc	-66.07	12.78	0.00	0.00	01/24/2022
01/23/2022	SECUREDEPOS 63230333 SIMMONS PIERRA	41.18	78.85	0.00	0.00	01/23/2022
01/23/2022	SECUREDEPOS 68136349 SIMMONS PIERRA	33.82	37.67	0.00	0.00	01/23/2022
01/13/2022	EPR OID:101379003-ComisaryPurc	-49.76	3.85	0.00	0.00	01/13/2022
01/13/2022	SECUREDEPOS 67895892 SIMMONS PIERRA	40.00	53.61	0.00	0.00	01/13/2022
01/10/2022	<LEGALRCV> 2 COPIES 12/27/21	-0.50	13.61	0.00	0.00	01/10/2022
01/10/2022	LEGALRCV 2 COPIES 12/27/21	0.50	14.11	0.50	0.00	01/10/2022
01/10/2022	<LEGALRCV> 6 #10 ENVELOPES 12/1/21	-0.30	14.11	0.00	0.00	01/10/2022

ATTORNEY-CLIENT AGREEMENT
(Basic Contract for Flat Fee)

James Ezell, hereinafter referred to as Client and the ARNETT LAW FIRM, hereinafter referred to as Attorney for and in consideration of the mutual covenants hereinafter contained, do hereby covenant and agree as follows:

I. The Client hereby employs the ARNETT LAW FIRM, with the understanding that there is no guarantee as to the outcome of the following matters:

Representation on Case #
CIV-19-302

II. In exchange for each of the above legal services, Client agrees to pay Attorney the following sums for attorney fees, plus all necessary expenses and costs:

\$3500⁰⁰ + \$1500 if
tried or prepared for trial

III. The above attorney fees, expenses and costs are due and payable as follows:

\$1000⁰⁰ due 3-24-22 &
\$200 due 3-28-22

IV. NO WARRANTIES. Client understands that by the nature of his/her action, it is impossible for Attorney to know the total amount of costs, including but not limited to court costs, court fines, process server fees, etc., which the Client will ultimately incur as a result of the representation by Attorney of Client in this legal matter, but that the total amount may be more than the initial retainer paid by Client to Attorney.

V. It is further agreed that the Attorney will continue representation of Client, in each of the above legal matters, only as long as all applicable attorney fees and costs are paid as such attorney fees and costs are due.

VI. Client acknowledges, understands and agrees that he/she is hereby employing the ARNETT LAW FIRM, and not any one of its particular attorneys. Therefore, Client agrees that from time to time Attorney may elect whichever of its attorneys it so chooses to perform the legal services that it has undertaken to perform.

VII. ATTORNEY WITHDRAWAL. Client further agrees and understands that should he/she, at any time, request Attorney to withdraw from his/her said case, Client has the Substitution of Counsel with the Court within the next two (2) weeks, or in the alternative, the Attorney shall file

a Motion to Withdraw from Clients case, and that, in such event, Client shall be liable for all Attorney time and costs incurred in furtherance of such endeavor, at the above-stated rate and terms of payment. Further, that in the event of such request by Client, Client further understands that the Court may require Attorney to Continue representation of Client until either of the two (2) within actions have been accomplished and that Client shall remain liable for all required representation of Client.

VIII. SAVINGS CLAUSE. It is further agreed by and between the parties hereto that should any terms of this agreement be void according to law, that the remaining terms of this agreement shall remain valid, enforceable, and in full force and effect.

IX. COURT-AWARDED FEES. The Judge may order the adverse party in this matter to apply all or part of client's attorney fees and costs in this case. Any such award in clients favor does not alter client's financial obligation to Attorney under the terms and conditions of this agreement. The Client understands and agrees that he/she will remain personally liable for payment of all amounts due under this agreement, regardless of any such award. Any such award which is to be paid by the adverse party but fails to pay as ordered does not result in Attorney being obligated to bring any legal action to collect such amount on behalf of Client or Attorney. In no event shall the fee exceed 50% of the amount recovered.

X. ATTORNEYS LIEN. Client understands that if the case involves any real or personal property belonging to Client, Attorney claims an interest. Under the laws of the State of Oklahoma, if an Attorney has an attorney lien it shall not exceed the amounts due under the terms of this agreement, or any subsequent agreement entered into by Client and Attorney.

XI. WHOLE AGREEMENT. It is further agreed by and between the parties hereto that this is the whole agreement of the parties hereto, and that no other promises or terms have been made or relied upon by either party hereto.

XII. The Client hereby agrees that all fees and costs that remain unpaid thirty (30) days after the above listed due date shall begin to accumulate interest from the due date at the rate of eighteen percent (18%) per year, and if collection efforts become necessary to collect the above recited fees and costs, that Client will be responsible for all collection fees and costs incurred, including but no limited to collection agency fees, attorney fees and court costs.

XIII. The Client agrees and understands that strategic decisions concerning the handling of Client's cases are solely at the discretion of the Attorney, with such decisions being made by the Attorney, using his best knowledge and judgment. Client and Attorney agree that while the Client is free to offer suggestions regarding motions, discovery, legal research, witnesses or any other matters pertaining to Client's cases, these are merely suggestions and Client agrees that Attorney is free to utilize or reject suggestions as Attorney sees fit.

XIV. The undersigned CLIENT(S) and any cosigners or guarantors agree that in the event payments are not made in a timely manner as set out in this contract, the entire balance owed for attorney fees through the trial of this matter will immediately become due and payable in full.

XV. The undersigned CLIENT(S) acknowledge that if Attorney should cease to represent Client before this matter is resolved, Client, at Attorney's option, shall be obligated to immediately reimburse Attorney for fees, costs and expenses incurred through to that time period, including Attorney's time valued at Three Hundred Fifty Dollars (\$350.00) per hour, or any other attorney hired by the Attorney to work or assist on Client's case, Two Hundred Fifty Dollars (\$250.00) per hour for work done by non-lawyer staff hired by Attorney, and One Hundred Dollars (\$100.00) per hour or Attorney's actual costs per hour for electronic research. All sums due and owing to become due and payable at Attorney's office located in Oklahoma City, Oklahoma.

The undersigned Client further agrees that this contract, in no way obligates attorney to represent the Client in any Appeal Court with regard to this matter.

This contract is dated this 17 day of March, 2020.

James Ezell III #98714
Client

3-17-20
Date

[Signature]
Co-Signer

3-17-20
Date

[Signature]
Attorney

3-17-20
Date

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